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BellSouth Telecommunications, Inc.

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Guy M. Hicks
General Counsel

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April 30, 2003

TRA DOCKET ROOM

VIA HAND DELIVERY

Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Generic Docket Addressing Rural Universal Service*
Docket No. 00-00523

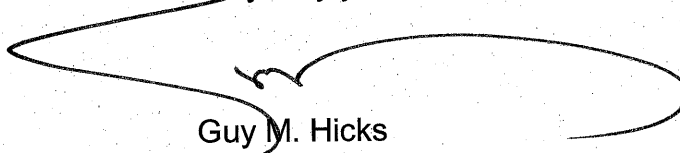
Dear Chairman Kyle:

Enclosed are fifteen copies of BellSouth's letter to the Hearing Officer dated April 28. Attached to that letter is a copy of the portion of the Primary Carrier Plan ("PCP") in which IntraLATA Switched Toll Services is designated as "traffic covered by this Annex" and defined. This information was provided at the request of the Hearing Officer during the recent status conference.

BellSouth has, as you know, maintained throughout this docket that the PCPs have never been and should not be the subject of TRA or PSC review or approval. By making this material available for your information, BellSouth does not concede or in any way change its position relating to TRA review or filing of these items.

Copies of the enclosed are being provided to counsel of record.

Very truly yours,



Guy M. Hicks

GMH:ch

BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

joelle.phillips@bellsouth.com

April 28, 2003

Joelle J. Phillips
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VIA HAND DELIVERY

Hon. Ron Jones, Hearing Officer
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

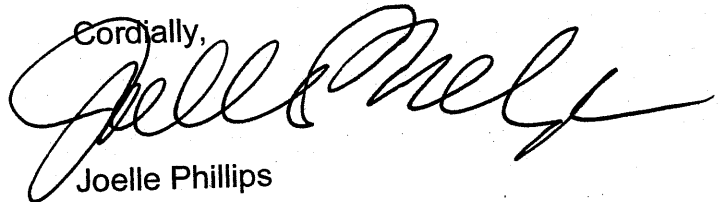
Re: Docket No. 00-00523

Dear Director Jones:

As you requested during the Status Conference, we are providing you with a copy of the portion of the Primary Carrier Plan ("PCP") in which IntraLATA Switched Toll Services is designated as "traffic covered by this Annex" and defined. We have reviewed the PCPs for the Tennessee ICOs and found no PCP that does not contain this identical definition. We have not provided this material as a formal filing, because we have not obtained permission from the ICOs to file and serve copies of these agreements, but we will be happy to make the necessary arrangements to do so if needed.

BellSouth has, as you know, maintained throughout this docket that the PCPs have never been and should not be the subject of TRA or PSC review or approval. By making this material available for your information, BellSouth does not concede or in any way change its position relating to TRA review or filing of these items.

Cordially,

A handwritten signature in black ink, appearing to read "Joelle Phillips", written over the typed name.

Joelle Phillips

JP:LS

Enclosure:

ANNEX 1

INTRALATA SWITCHED TOLL SERVICES ANNEX

Effective: January 1, 1985

This Annex between SOUTH CENTRAL BELL TELEPHONE COMPANY, having its principal place of business in Birmingham, Alabama, herein called the Bell Company, and the Independent Company as identified in the Agreement for the Provision of Telecommunications Services and Facilities, sets forth the terms and conditions regarding the provision of intraLATA switched toll services.

SECTION I

TRAFFIC COVERED BY THIS ANNEX

IntraLATA Switched Toll Services are defined as IntraLATA Message Telecommunications Services (MTS), including optional calling plans, Outward Wide Area Telecommunications Services (WATS) and 800 Service, which are furnished within LATAs in which both the Bell Company and the Independent Company operate in whole or in part by the system of the Independent Company and by the system of the Bell Company and are furnished exclusively by exchange carriers under uniform toll tariffs.

When Independent-to-Independent (I-I) or Bell-to-Independent (B-I) traffic ceases to be furnished under toll rate schedules identical for both the Independent Company and the Bell Company or when either I-I or B-I traffic becomes an Extended Area Service (EAS) or other local service offering, such traffic will no longer be covered by this Annex. No compensation to the Independent Company will be made by the Bell Company for such traffic under this Annex.

SECTION II DEFINITIONS

For purposes of this Annex:

The System of the Independent Company comprises the exchange areas, exchanges, toll stations and toll circuit groups operated by the Independent Company and associated with LATAs in which the Bell Company operates including systems of local wireline exchange carriers associated within the same LATA other than the Bell Company with which the Independent Company connects, as specified in Exhibit A of this Annex.

The System of the Bell Operating Company comprises the exchange areas, exchanges, toll stations and toll circuit groups operated by the Bell Company, and will include systems of local wireline exchange carriers within the same LATA other than those identified as a part of the system of the Independent Company, as specified in Exhibit A.

IntraLATA Message Telecommunications Services (MTS) includes the facilities used and services rendered in furnishing telephone toll service communications between customer premises in different exchange areas within a LATA, in accordance with the schedules of charges, regulations and conditions stated in the uniform statewide intraLATA exchange carrier toll tariff(s).

IntraLATA Outward Wide Area Telecommunications Service (WATS) includes facilities used and service rendered in furnishing telephone toll service communications from an access line to other stations within a specified area in a LATA in accordance with the schedules of charges, regulations and conditions stated in the exchange carrier toll tariff(s).

IntraLATA 800 Service includes the facilities used and services rendered in furnishing 800 Service from stations within a LATA to a customer premises in accordance with the schedules of charges, regulations and conditions stated in the exchange carrier toll tariff(s).

SECTION III INDEPENDENT COMPANY EXCHANGES

The exchanges of the Independent Company system covered by this Annex are listed in Exhibit A attached hereto.

SECTION IV PHYSICAL CONNECTION

The Bell Company and the Independent Company will connect and maintain the connections of their respective systems at the point or points listed in Exhibit A during the term of this Annex. Neither party will, without the written consent of the other, connect the facilities of the other party with any facilities other than as indicated in Exhibit A.

SECTION V ROUTING OF TRAFFIC

The traffic interchanged under this Annex will be routed as indicated in Exhibit A to this Annex. Changes in routing must be agreed to in writing by the parties before becoming effective.

SECTION VI TRAFFIC RECORDING AND OPERATOR FUNCTIONS

The functions required to provide intraLATA switched toll services specified hereunder, e.g., recording and operating of intraLATA MTS, WATS, and 800 Service, shall be performed as shown in Exhibit B attached hereto.

SECTION VII CONSTRUCTION AND PROTECTION OF PLANT

Each party will construct, equip, maintain and operate its system so as to provide adequate facilities for the efficient provision of good service to the public at all times.

Each party will take reasonable precautions in the location, construction and maintenance of its facilities for protection against hazard and interference from power lines and other sources.

SECTION VIII MONTHLY COMPENSATION

Each party will collect all charges payable by its customers for intraLATA switched toll services in accordance with related tariff provisions and will account for and be responsible for such charges. Each party will keep adequate records of all collections, payments and other transactions hereunder, and such records will be subject to inspection by the other party upon reasonable request. Each party will furnish to the other such information as may be required for monthly compensation purposes. Compensation statements hereunder will be rendered monthly by the Bell Company to the Independent

Company and remittance in full, including disputed amounts, will be made by the debtor company by the last work day of the month following the month being settled. If a dispute is substantiated in favor of the exchange carrier, the fund will return the disputed amount plus interest (.05 percent per day). Disputes which cannot be resolved should be referred to the State Fund Oversight Committee for resolution.

SECTION IX BASIS OF COMPENSATION

Monthly compensation due each party for facilities furnished and services provided hereunder will be determined as provided in Exhibit C attached hereto and made a part hereof.

SECTION X DEFAULTS OR VIOLATIONS

If either party connects the facilities of the other party in any manner other than as specifically provided herein, this Annex is subject to immediate termination upon written notice.

SECTION XI TERM OF ANNEX

This Annex will become effective on the date specified and will continue in force thereafter, until terminated upon thirty (30) days prior written notice with or without cause by either party. This Annex may be amended from time to time upon written agreement of the parties.

CERTIFICATE OF SERVICE

I hereby certify that on April 30, 2003, a copy of the foregoing document was served on the parties of record, via the method indicated:

☐ Hand
☒ Mail
☐ Facsimile
☐ Overnight

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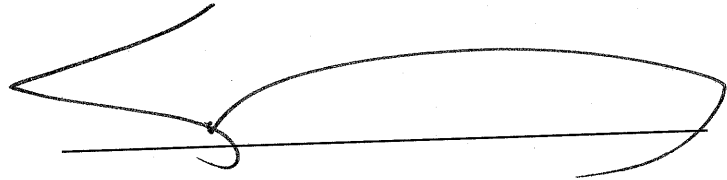
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2120 L Street NW, Suite 520
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A large, stylized handwritten signature in black ink, likely belonging to Stephen G. Kraskin, is positioned below the contact information for his firm. The signature is fluid and elongated, with a prominent horizontal stroke at the end.